



fisherphillips.com

New Jersey
430 Mountain Avenue
Suite 303
Murray Hill, NJ 07974

(908) 516-1050 Tel
(908) 516-1051 Fax

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Writer's Direct Dial:
(908) 516-1071
Writer's E-mail:
ccapone@fisherphillips.com

VIA ECF & FEDERAL EXPRESS

Hon. Ronnie Abrams, U.S.D.J.
United States District Court
Southern District of New York
40 Foley Square, Room 2203
New York, New York 10007

Re: *Muntaz v. Fairygodboss Inc., et al.*
Civil Case No.: 1:21-cv-9386-RA-JW

Dear Judge Abrams:

The undersigned represents the Defendants Fairygodboss Inc., Romy Newman, Maura Bradley, and Danna Hendrickson (“Defendants”) with regard to the above-referenced matter. I apologize for burdening the Court with additional correspondence, on what is typically a routine issue, but do feel compelled to address representations made to the Court in connection with Plaintiff’s request for an “extension of time to restore this action” as to: (1) the parties merely having “reach[ed] an agreement in principle,” and (2) some form of purported existing dispute of as to the “final terms” of the parties’ settlement of this matter. More specifically:

On October 12, 2022, a settlement conference was held before the Hon. Jennifer E. Willis, U.S.M.J. Plaintiff attended the settlement conference and was represented by two attorneys and a third member of the Crumiller Law Firm. As Fairygodboss Inc. was insolvent and had been sold pursuant to an Asset Purchase Agreement, Fairygodboss Inc.’s, assigned Chief Liquidation Officer attended the settlement conference along with the undersigned.

After several hours of negotiation facilitated by Judge Willis, the parties reached a settlement agreement on all material terms and conditions resolving any and all existing and potential claims. All such material terms and conditions were memorialized in a Term Sheet overseen and reviewed by the Court. The parties approved and consented to all such material terms and conditions and executed the Term Sheet acknowledging their agreement to same.

On October 17, 2022, the undersigned forwarded a first draft of the settlement agreement and general release, incorporating all of the previously agreed upon material terms and conditions,

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to Plaintiff's counsel.

On October 24, 2022, Plaintiffs' counsel responded advising that: (1) they believed that the Chief Liquidation Officer who attended the settlement conference on behalf of the Defendants was apparently "staged" (despite rejecting Defendants' **own** offer to produce the books and records as a condition of settlement during the settlement conference); and (2) that Plaintiff "was seriously reconsidering signing the settlement agreement." This was based on Plaintiff's "discovery" of an article discussing the purchase of Fairygodboss Inc.'s assets – again pursuant to an Asset Purchase Agreement. Further, contrary to the representation that "[t]he Parties have yet to agree to the final terms of the settlement agreement" the reality is that Plaintiff raised a **single objection** to an ancillary term unrelated to the material terms agreed upon by the parties.

No further discussions or objections to any aspect of the settlement agreement exist. Rather on November 17, 2022, Counsel advised that Plaintiff was "not ready to sign" and requesting consent to file the instant application.

While obviously Defendants defer to any decision made by the Court, the reality is that all that potentially remains of this matter is to enforce the settlement agreement.

We thank Your Honor for consideration of the foregoing.

To the extent Your Honor or anyone from Chambers has any questions, please do not hesitate to contact me.

Respectfully submitted,

s/Christopher J. Capone

Christopher J. Capone
FISHER & PHILLIPS LLP

CJC:jp

cc: Travis Pierre-Louis, Esq. (*Via ECF & Electronic Mail*)